

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

**LEWIS FOODS OF 42ND STREET, LLC,
A McDONALD'S FRANCHISEE, AND
McDONALD'S USA, LLC, JOINT
EMPLOYERS, et al.**

and

**FAST FOOD WORKERS COMMITTEE
AND SERVICE EMPLOYEES
INTERNATIONAL UNION,
CTW, CLC, et al.**

**Cases: 02-CA-093893, et al.
04-CA-125567, et al.
13-CA-106490, et al.
20-CA-132103, et al.
25-CA-114819, et al.
31-CA-127447, et al.**

**MAZT, INC.'S MOTION FOR LEAVE TO AMEND ITS ANSWER
TO REGION 20'S CONSOLIDATED COMPLAINT**

Pursuant to Section 102.23 of the Rules and Regulations of the National Labor Relations Board and Federal Rules of Civil Procedure Rule 15, subdivision (a)(2), MaZT, Inc. ("MaZT") hereby requests leave to amend its Answer to the Consolidated Complaint.

NLRB Manual Section 102.23 states:

The respondent may amend his answer at any time prior to the hearing. ... Whether or not the complaint has been amended, the answer may, in the discretion of the administrative law judge or the Board, upon motion, be amended upon such terms and within such periods as may be fixed by the administrative law judge or the Board.

The Federal Rules of Civil Procedure provide that leave to amend should be freely given "when justice so requires," unless the opposing party makes a showing of undue prejudice, or bad faith or dilatory motive on the part of the moving party. FRCP 15(a)(2); *Foman v. Davis* (1962) 371 U.S. 178, 182. Where a case management order has already been set, leave to amend the pleadings may still be appropriate upon a showing of "good cause." *Coleman v. Quaker Oats Co.* (9th Cir. 2000) 232 F.3d 1271, 1294.

Region 20 of the NLRB issued its Consolidated Complaint against MaZT on December 19, 2014. MaZT filed its Answer to the Consolidated Complaint on December 30, 2014. MaZT's case was subsequently consolidated into the above-captioned matter involving twenty other McDonald's franchisees facing unfair labor practice charges. Region 2, Region 20, and the Charging Parties then issued three separate subpoenas duces tecum to MaZT containing numerous requests for production—many of them duplicative. In an attempt to narrow the requests for production issued to MaZT by Region 2, Region 20, and the Charging Parties in ways that are more manageable, less burdensome, and less duplicative for the parties, MaZT has participated in numerous meet and confer discussions with counsel for the NLRB. Indeed, on April 22, 2015, MaZT filed of Withdrawal of the Petition to Revoke Region 20's Subpoena Duces Tecum per an agreement of the parties. MaZT moves to amend its Answer to reflect some of the agreements reached between the parties. Specifically, MaZT requests leave to amend its Answer regarding Paragraph 6 of the Consolidated Complaint, clarifying the MaZT employees with supervisory status. In all other respects, MaZT's Answer to the Consolidated Complaint remains the same. MaZT's proposed First Amended Answer, with an attached version that includes tracked changes to demonstrate the amendments, is attached hereto as Exhibit A.

For the foregoing reasons, MaZT respectfully requests that Administrative Law Judge Esposito grant MaZT's leave to amend its Answer.

Dated: April 28, 2015

BEST BEST & KRIEGER LLP



By: _____

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MAZT, INC.

UNITED STATES OF AMERICA
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**LEWIS FOODS OF 42ND STREET, LLC,
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25-CA-114819, et al.
31-CA-127447, et al.

**RESPONDENT MAZT, INC.'S FIRST
AMENDED ANSWER TO
CONSOLIDATED COMPLAINT**

Date Action Filed: December 19, 2014
Trial Date: March 30, 2015

ANSWER TO CONSOLIDATED COMPLAINT

Respondent MaZT, Inc. (“MaZT” or “Employer”) answers the Consolidated Complaint (“Complaint”) filed by Region 20 of the National Labor Relations Board (the “Board”) on behalf of the Western Workers Organizing Committee (the “Union”) as follows:

1. In answering the subparts of paragraph 1 of the Complaint, Employer responds as follows:

a. Answering paragraph 1(a) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-132104 was filed by the Union on July 1, 2014, and on that basis denies that allegation. Employer admits that on or about July 3, 2014, a copy of the charge in Case 20-CA-132103 was served by regular mail on Employer.

b. Answering paragraph 1(b) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-132104 was filed by the Union on July 10, 2014, and on that basis denies that allegation. Employer admits that on or about July 10, 2014, a copy of the first amended charge in Case 20-CA-132103 was served by regular mail on Employer.

c. Answering paragraph 1(c) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the second amended charge in Case 20-CA-132104 was filed by the Union on September 23, 2014, and on that basis denies that allegation. Employer admits that on or about September 24, 2014, a copy of the second amended charge in Case 20-CA-132103 was served by regular mail on Employer.

d. Answering paragraph 1(d) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the third amended charge in Case 20-CA-132104 was filed by the Union on December 8, 2014, and on that basis denies that allegation. Employer admits that on or about December 9, 2014, a copy of the third amended charge in Case 20-CA-132103 was served by regular mail on Employer.

e. Answering paragraph 1(e) of the Complaint, Employer is without

sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-135947 was filed by the Union on September 3, 2014, and on that basis denies that allegation. Employer admits that on or about September 4, 2014, a copy of the charge in Case 20-CA-135947 was served by regular mail on Employer.

f. Answering paragraph 1(f) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-135947 was filed by the Union on December 8, 2014, and on that basis denies that allegation. Employer admits that on or about December 10, 2014, a copy of the first amended charge in Case 20-CA-135947 was served by regular mail on Employer.

g. Answering paragraph 1(g) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-135979 was filed by the Union on September 3, 2014, and on that basis denies that allegation. Employer admits that on or about September 4, 2014, a copy of the charge in Case 20-CA-135979 was served by regular mail on Employer.

h. Answering paragraph 1(h) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-135979 was filed by the Union on December 8, 2014, and on that basis denies that allegation. Employer admits that on or about December 9, 2014, a copy of the first amended charge in Case 20-CA-135979 was served by regular mail on Employer.

i. Answering paragraph 1(i) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-137364 was filed by the Union on September 22, 2014, and on that basis denies that allegation. Employer admits that on or about September 23, 2014, a copy of the charge in Case 20-CA-137364 was served by regular mail on Employer.

j. Answering paragraph 1(j) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-137364 was filed by the Union on December 8, 2014, and on that basis

denies that allegation. Employer admits that on or about December 9, 2014, a copy of the first amended charge in Case 20-CA-137364 was served by regular mail on Employer.

2. In answering the subparts of paragraph 2 of the Complaint, Employer responds as follows:

a. Answering paragraph 2(a) of the Complaint, Employer admits that Employer is a corporation, that it has places of business in California—including a facility located at 8940 Pocket Road, Sacramento, California (the “Restaurant”), and that it has been engaged in the operation of quick-service McDonald’s restaurants. Except as expressly admitted, Employer denies each and every other allegation contained therein.

b. Answering paragraph 2(b), and subparts (i) and (ii), of the Complaint, Employer admits the allegations contained therein.

c. Answering paragraph 2(c), insofar as the allegations of this paragraph contain legal conclusions, no answer is required. To the extent that an answer is required, Employer admits the allegations contained therein.

3. In answering the subparts of paragraph 3 of the Complaint, Employer responds as follows:

a. Answering paragraph 3(a) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

b. Answering paragraph 3(a), and subparts (i) and (ii), of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

c. Answering paragraph 3(c), insofar as the allegations of this paragraph contain legal conclusions, no answer is required. To the extent that an answer is required, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

4. In answering paragraph 4, and subparts (a), (b), and (c) of the Complaint, insofar

as these paragraphs contain legal conclusions, no answer is required. To the extent that an answer is required, Employer admits that Employer had a franchise agreement with McDonald's, USA, LLC ("McDonald's USA"). Except as expressly admitted, Employer denies each and every other allegation contained therein.

5. In answering paragraph 5 of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

6. In answering paragraph 6, and subparts (a), (b), (c), and (d) of the Complaint, insofar as these paragraphs contain legal conclusions, no answer is required. To the extent that an answer is required, Employer admits that Vicki Caldwell, Zack Caldwell, and Anel Roa have been supervisors of the Restaurant. Employer admits that Vicki Caldwell held the position of Owner of the Restaurant, Zack Caldwell held the position of Area Supervisor of the Restaurant, and Anel Roa held the position of General Manager of the Restaurant. Employer admits that Brandon Long held the position of First Assistant, but denies that Brandon Long held the position of Assistant Manager at the Restaurant. Employer denies that Brandon Long was a supervisor.

7. In answering the subparts of paragraph 7 of the Complaint, Employer responds as follows:

a. Answering paragraph 7(a) of the Complaint, Employer denies the allegations contained therein.

b. Answering paragraph 7(b) of the Complaint, Employer denies the allegations contained therein.

c. Answering paragraph 7(c) of the Complaint, Employer denies the allegations contained therein.

d. Answering paragraph 7(d) of the Complaint, Employer denies the allegations contained therein.

e. Answering paragraph 7(e) of the Complaint, Employer denies the

allegations contained therein.

f. Answering paragraph 7(f) of the Complaint, Employer denies the allegations contained therein.

g. Answering paragraph 7(g) of the Complaint, Employer denies the allegations contained therein.

8. In answering the subparts of paragraph 8 of the Complaint, Employer responds as follows:

a. Answering paragraph 8(a) of the Complaint, Employer admits the allegations contained therein.

b. Answering paragraph 8(b) of the Complaint, Employer admits the allegations contained therein.

c. Answering paragraph 8(c) of the Complaint, Employer admits the allegations contained therein.

d. Answering paragraph 8(d) of the Complaint, Employer denies the allegations contained therein.

9. In answering paragraph 9 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has been interfering with, restraining, or coercing employees in the exercise of their rights. Except as expressly denied, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

10. In answering paragraph 10 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization. Except as expressly denied, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained

therein.

11. In answering paragraph 11 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has been discriminating against employees for filing charges or giving testimony. Except as expressly denied, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

12. In answering paragraph 12 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has committed any unfair labor practices.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE **(Failure to State a Claim)**

As a first and separate affirmative defense to the Complaint, Employer alleges that the Complaint fails to state facts sufficient to state a cause of action, either in total or in part, against Employer upon which the National Labor Relations Board may grant relief.

SECOND AFFIRMATIVE DEFENSE **(Good Faith)**

As a second and separate affirmative defense to the Complaint, Employer alleges that the Complaint must fail because Employers actions were taken in good faith and for legitimate business reasons.

THIRD AFFIRMATIVE DEFENSE **(Justification)**

As a third and separate affirmative defense to the Complaint, Employer alleges that it was justified in conducting any actions alleged in the Complaint.

FOURTH AFFIRMATIVE DEFENSE
(Waiver/Estoppel)

As a fourth and separate affirmative defense to the Complaint, Employer alleges that the Union and/or the Claimant, Quanisha Dupree (“Claimant”), have waived and/or is estopped from asserting these claims, either in total or in part, against Employer.

FIFTH AFFIRMATIVE DEFENSE
(Settlement Agreement)

As a fifth and separate affirmative defense to the Complaint, Employer alleges that the Union and/or the Claimant previously settled these claims, either in total or in part, and that Employer fully complied with the terms of the parties settlement.

SIXTH AFFIRMATIVE DEFENSE
(Unclean Hands)

As a sixth and separate affirmative defense to the Complaint, Employer alleges that the Complaint is barred by reason of the Union and/or Claimant’s unclean hands.

SEVENTH AFFIRMATIVE DEFENSE
(Right to Assert Additional Defenses)

As a seventh and separate affirmative defense to the Complaint, Employer alleges that because the Complaint is couched in conclusory terms, Employer cannot anticipate all affirmative defenses that may be applicable in this action. Accordingly, Employer reserves the right to assert additional affirmative defenses to the extent that they may be applicable in this action.

WHEREFORE, Employer prays as follows:

1. That the Board dismiss the Complaint in its entirety with prejudice.
2. That the Board issue an order in favor of Employer and against the Union.
3. That the Board award Employer its costs of defending the Complaint, including reasonable attorneys' fees; and
4. That the Board grant Employer such other and further relief as the Board deems just and proper.

Dated: April 28, 2014

BEST BEST & KRIEGER LLP

By: 

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THOMAS M. O'CONNELL
ASHLEY RATLIFF
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MAZT, INC.

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MAZT, INC.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION ~~202~~

MAZT, INC., LEWIS FOODS OF 42ND
STREET, LLC, A McDONALD'S
FRANCHISEE, AND McDONALD'S USA,
LLC, AS JOINT EMPLOYERS, et al.

Respondents,

and

WESTERNFAST FOOD WORKERS
ORGANIZING COMMITTEE,

Charging Party AND SERVICE
EMPLOYEES INTERNATIONAL UNION,
CTW, CLC, et al.

Case Nos. Cases: 02-CA-093893, et al.
04-CA-125567, et al.
13-CA-106490, et al.
20-CA-132103; 20-CA-135947; 20-
CA-135979; and 20-CA-137264, et al.
25-CA-114819, et al.
31-CA-127447, et al.

RESPONDENT MAZT, INC.'S FIRST
AMENDED ANSWER TO
CONSOLIDATED COMPLAINT

Date Action Filed: December 19, 2014
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ANSWER TO CONSOLIDATED COMPLAINT

Respondent MaZT, Inc. (“MaZT” or “Employer”) answers the Consolidated Complaint (“Complaint”) filed by Region 20 of the National Labor Relations Board (the “Board”) on behalf of the Western Workers Organizing Committee (the “Union”) as follows:

1. In answering the subparts of paragraph 1 of the Complaint, Employer responds as follows:

a. Answering paragraph 1(a) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-132104 was filed by the Union on July 1, 2014, and on that basis denies that allegation. Employer admits that on or about July 3, 2014, a copy of the charge in Case 20-CA-132103 was served by regular mail on Employer.

b. Answering paragraph 1(b) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-132104 was filed by the Union on July 10, 2014, and on that basis denies that allegation. Employer admits that on or about July 10, 2014, a copy of the first amended charge in Case 20-CA-132103 was served by regular mail on Employer.

c. Answering paragraph 1(c) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the second amended charge in Case 20-CA-132104 was filed by the Union on September 23, 2014, and on that basis denies that allegation. Employer admits that on or about September 24, 2014, a copy of the second amended charge in Case 20-CA-132103 was served by regular mail on Employer.

d. Answering paragraph 1(d) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the third amended charge in Case 20-CA-132104 was filed by the Union on December 8, 2014, and on that basis denies that allegation. Employer admits that on or about December 9, 2014, a copy of the third amended charge in Case 20-CA-132103 was served by regular mail on Employer.

e. Answering paragraph 1(e) of the Complaint, Employer is without

sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-135947 was filed by the Union on September 3, 2014, and on that basis denies that allegation. Employer admits that on or about September 4, 2014, a copy of the charge in Case 20-CA-135947 was served by regular mail on Employer.

f. Answering paragraph 1(f) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-135947 was filed by the Union on December 8, 2014, and on that basis denies that allegation. Employer admits that on or about December 10, 2014, a copy of the first amended charge in Case 20-CA-135947 was served by regular mail on Employer.

g. Answering paragraph 1(g) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-135979 was filed by the Union on September 3, 2014, and on that basis denies that allegation. Employer admits that on or about September 4, 2014, a copy of the charge in Case 20-CA-135979 was served by regular mail on Employer.

h. Answering paragraph 1(h) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-135979 was filed by the Union on December 8, 2014, and on that basis denies that allegation. Employer admits that on or about December 9, 2014, a copy of the first amended charge in Case 20-CA-135979 was served by regular mail on Employer.

i. Answering paragraph 1(i) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the charge in Case 20-CA-137364 was filed by the Union on September 22, 2014, and on that basis denies that allegation. Employer admits that on or about September 23, 2014, a copy of the charge in Case 20-CA-137364 was served by regular mail on Employer.

j. Answering paragraph 1(j) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of whether the first amended charge in Case 20-CA-137364 was filed by the Union on December 8, 2014, and on that basis

denies that allegation. Employer admits that on or about December 9, 2014, a copy of the first amended charge in Case 20-CA-137364 was served by regular mail on Employer.

2. In answering the subparts of paragraph 2 of the Complaint, Employer responds as follows:

a. Answering paragraph 2(a) of the Complaint, Employer admits that Employer is a corporation, that it has places of business in California—including a facility located at 8940 Pocket Road, Sacramento, California (the “Restaurant”), and that it has been engaged in the operation of quick-service McDonald’s restaurants. Except as expressly admitted, Employer denies each and every other allegation contained therein.

b. Answering paragraph 2(b), and subparts (i) and (ii), of the Complaint, Employer admits the allegations contained therein.

c. Answering paragraph 2(c), insofar as the allegations of this paragraph contain legal conclusions, no answer is required. To the extent that an answer is required, Employer admits the allegations contained therein.

3. In answering the subparts of paragraph 3 of the Complaint, Employer responds as follows:

a. Answering paragraph 3(a) of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

b. Answering paragraph 3(a), and subparts (i) and (ii), of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

c. Answering paragraph 3(c), insofar as the allegations of this paragraph contain legal conclusions, no answer is required. To the extent that an answer is required, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

4. In answering paragraph 4, and subparts (a), (b), and (c) of the Complaint, insofar

as these paragraphs contain legal conclusions, no answer is required. To the extent that an answer is required, Employer admits that Employer had a franchise agreement with McDonald's, USA, LLC ("McDonald's USA"). Except as expressly admitted, Employer denies each and every other allegation contained therein.

5. In answering paragraph 5 of the Complaint, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

6. In answering paragraph 6, and subparts (a), (b), (c), and (d) of the Complaint, insofar as these paragraphs contain legal conclusions, no answer is required. To the extent that an answer is required, Employer admits that Vicki Caldwell, Zack Caldwell, and Anel Roa have been supervisors of the Restaurant. Employer admits that Vicki Caldwell held the position as of Owner of the Restaurant, Zack Caldwell held the position of Area Supervisor ~~for~~of the Restaurant, and Anel Roa held the position of General Manager of the Restaurant. ~~Except as expressly admitted, Employer~~ Employer admits that Brandon Long held the position of First Assistant, but denies each and every other allegation contained therein that Brandon Long held the position of Assistant Manager at the Restaurant. Employer denies that Brandon Long was a supervisor.

7. In answering the subparts of paragraph 7 of the Complaint, Employer responds as follows:

a. Answering paragraph 7(a) of the Complaint, Employer denies the allegations contained therein.

b. Answering paragraph 7(b) of the Complaint, Employer denies the allegations contained therein.

c. Answering paragraph 7(c) of the Complaint, Employer denies the allegations contained therein.

d. Answering paragraph 7(d) of the Complaint, Employer denies the allegations contained therein.

e. Answering paragraph 7(e) of the Complaint, Employer denies the allegations contained therein.

f. Answering paragraph 7(f) of the Complaint, Employer denies the allegations contained therein.

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8. In answering the subparts of paragraph 8 of the Complaint, Employer responds as follows:

a. Answering paragraph 8(a) of the Complaint, Employer admits the allegations contained therein.

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d. Answering paragraph 8(d) of the Complaint, Employer denies the allegations contained therein.

9. In answering paragraph 9 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has been interfering with, restraining, or coercing employees in the exercise of their rights. Except as expressly denied, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

10. In answering paragraph 10 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization. Except as expressly denied, Employer is without sufficient knowledge or information to form a belief as

to the truth of the allegations, and on that basis denies each and every allegation contained therein.

11. In answering paragraph 11 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has been discriminating against employees for filing charges or giving testimony. Except as expressly denied, Employer is without sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies each and every allegation contained therein.

12. In answering paragraph 12 of the Complaint, insofar as this paragraph contains legal conclusions, no answer is required. To the extent that an answer is required, Employer denies that it has committed any unfair labor practices.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE **(Failure to State a Claim)**

As a first and separate affirmative defense to the Complaint, Employer alleges that the Complaint fails to state facts sufficient to state a cause of action, either in total or in part, against Employer upon which the National Labor Relations Board may grant relief.

SECOND AFFIRMATIVE DEFENSE **(Good Faith)**

As a second and separate affirmative defense to the Complaint, Employer alleges that the Complaint must fail because Employers actions were taken in good faith and for legitimate business reasons.

THIRD AFFIRMATIVE DEFENSE **(Justification)**

As a third and separate affirmative defense to the Complaint, Employer alleges that it was justified in conducting any actions alleged in the Complaint.

FOURTH AFFIRMATIVE DEFENSE
(Waiver/Estoppel)

As a fourth and separate affirmative defense to the Complaint, Employer alleges that the Union and/or the Claimant, Quanisha Dupree (“Claimant”), have waived and/or is estopped from asserting these claims, either in total or in part, against Employer.

FIFTH AFFIRMATIVE DEFENSE
(Settlement Agreement)

As a fifth and separate affirmative defense to the Complaint, Employer alleges that the Union and/or the Claimant previously settled these claims, either in total or in part, and that Employer fully complied with the terms of the parties settlement.

SIXTH AFFIRMATIVE DEFENSE
(Unclean Hands)

As a sixth and separate affirmative defense to the Complaint, Employer alleges that the Complaint is barred by reason of the Union and/or Claimant’s unclean hands.

SEVENTH AFFIRMATIVE DEFENSE
(Right to Assert Additional Defenses)

As a seventh and separate affirmative defense to the Complaint, Employer alleges that because the Complaint is couched in conclusory terms, Employer cannot anticipate all affirmative defenses that may be applicable in this action. Accordingly, Employer reserves the

right to assert additional affirmative defenses to the extent that they may be applicable in this action.

WHEREFORE, Employer prays as follows:

1. That the Board dismiss the Complaint in its entirety with prejudice.
2. That the Board issue an order in favor of Employer and against the Union.
3. That the Board award Employer its costs of defending the Complaint, including reasonable attorneys' fees; and
4. That the Board grant Employer such other and further relief as the Board deems just and proper.

| Dated: ~~December 30, 2014~~ April 28, 2015

BEST BEST & KRIEGER LLP

By: 

ROGER CRAWFORD
THOMAS M. O'CONNELL
ASHLEY RATLIF
Attorneys for Respondent
MAZT, INC.

CERTIFICATE OF SERVICE

I, the undersigned, declare that I am employed in the County of Riverside. I am over the age of 18 years and not a party to the within entitled action. My business address is 3390 University Ave., 5th Floor, Riverside, CA 92501.

On April 28, 2015, I served **MAZT, INC.'S MOTION FOR LEAVE TO AMEND ITS ANSWER TO REGION 20'S CONSOLIDATED COMPLAINT** to all parties by electronic mail and by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Riverside, California, addressed as follows:

Karen Fernbach, Regional Director
National Labor Relations Board, Region 02
26 Federal Plaza, Suite 3614
New York, New York 10278-3699
karen.ferbach@nlrb.gov

Geoffrey Dunham
Leah Z. Jaffe
National Labor Relations Board, Region 02
26 Federal Plaza, Suite 3614
New York, New York 10278-3699
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I declare, under penalty of perjury, that the foregoing is true and correct. Executed on
April 28, 2015, at Riverside, California.


Angelina Andrade